



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

NOTES OF CASES.

ACCORD AND SATISFACTION—PAYMENT OF BALANCE ON ACCOUNT RENDERED.—The mere payment by a debtor of an amount denominated "a balance" upon an account rendered, and its retention by the creditor, are held, in *Harrison v. Henderson* (Kan.), 62 L. R. A. 760, not to constitute an accord and satisfaction.

BANKRUPTCY—DISCHARGE—BASTARDY.—A final money judgment for the total amount due from the putative father of a natural child on his refusal to pay a monthly stipend for its support imposed upon him by an order in bastardy proceedings, is held, in *McKittrick v. Cahoon* (Minn.), 62 L. R. A. 757, to be extinguished by a discharge in bankruptcy.

But see *Tinker v. Colwell*, *infra*.

BANKS AND BANKING—AGENCY—STATEMENTS BY CASHIER.—A bank cashier is held, in *Taylor v. Commercial Bank* (N. Y.), 62 L. R. A. 783, not to be acting within the scope of his authority in giving information as to the value of notes executed by customers of the bank, so as to render it liable in case the statements prove to be untrue.

CONSIGNMENTS—FAILURE OF TITLE TO PROPERTY SHIPPED.—Neither a bank which purchased a draft for a consignment of grain with bill of lading attached, nor the payees who indorsed and delivered it to the bank, are held, in *Hall v. Keller* (Kan.), 62 L. R. A. 758, to be liable to the drawees, the consignees of the grain, who accepted and paid the draft for failure of title in the drawer to the property shipped.

See also *Blaisdell v. Bank* (Tex.), 62 L. R. A. 968.

DEEDS—GENERAL WARRANTY—TIDE LANDS.—A general covenant of warranty in a deed of a tract of land is held, in *West Coast Mfg. & I. Co. v. West Coast Improv. Co.* (Wash.), 62 L. R. A. 763, to extend to tide lands visibly within the limits of the grant, the paramount title to which at the time of the grant is in the state.

With this case is a note discussing the question how far tide lands are within the protection of covenants in a deed.

MASTER AND SERVANT—DISCHARGED EMPLOYEES—DUTY TO GIVE LETTER OF RECOMMENDATION.—A duty to give a letter of recommendation or clearance card to an employee who is discharged or quits is held, in *Cleveland, C., C. & St. L. R. Co. v. Jenkins* (Ill.), 62 L. R. A. 922, not to be imposed upon the employer by the common law.

A discharged railroad employee is held, in *New York C. & St. L. R. Co. v. Schaffer* (Ohio), 62 L. R. A. 931, to have no right of action for damages against the company which discharged him for refusal to furnish him with a clearance